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*To ensure access to high-quality,
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residents through direct services at
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university partners.*



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November 15, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A MEDICAL EDUCATION AFFILIATION AGREEMENT AND
A DISBURSEMENT AGREEMENT WITH THE DEPARTMENT OF
VETERANS AFFAIRS, AND DELEGATED AUTHORITY TO ENTER INTO
ADDITIONAL AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute a new Medical Education Affiliation Agreement and a Disbursement Agreement with the Department of Veterans Affairs-Long Beach Healthcare System to train Harbor-UCLA Medical Center Neurology Residents at Veterans Affairs Long Beach Healthcare System medical facility, and delegate authority to execute similar agreements with other Department of Veterans Affairs locations.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute a Medical Education Affiliation Agreement with the Department of Veterans Affairs-Long Beach Healthcare System (VA-Long Beach) that allows Harbor-UCLA Medical Center (H-UCLA MC) Neurology Residents to receive medical training at the VA-Long Beach medical facility, effective upon execution with a term up to ten years.
2. Authorize the Director, or his designee to execute a Disbursement Agreement allowing H-UCLA MC to be reimbursed by the VA- Long Beach for salaries and fringe benefits of H-UCLA MC Neurology Residents who perform services for and receive specialized training at the VA- Long Beach site,

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 November 15, 2016

LORI GLASGOW
EXECUTIVE OFFICER

effective upon execution and continuing until terminated in accordance with the Agreement terms.

3. Delegate authority to the Director, or his designee, to execute future Medical Education and/or Education Affiliation Agreements and Disbursement Agreements to permit the reciprocal exchange of Physician and General Practice (of dentistry) Residents, (collectively, Residents, between Department of Veterans Affairs Healthcare Systems (VA) facilities and County of Los Angeles (County) facilities, enabling both VA Residents and County Residents to receive medical and dentistry training in residency training programs offered at either VA or County facilities, effective upon agreement execution for a period of up to ten years until termination by the mutual consent of both parties, and subject to prior review and approval by County Counsel.

4. Delegate authority to the Director, or his designee, to execute Amendments to the above Agreements to: (1) authorize necessary changes to the scope of services; (2) update existing Disbursement Agreement rate schedules for annual increases, when necessary; (3) add, delete and/or change non-substantive terms and conditions in the Agreements, subject to prior review and approval by County Counsel;

5. Delegate authority to the Director, or his designee, to terminate agreements with the VA in accordance with the specific termination provision of said agreements, upon review and approval of County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The VA has maintained a long-standing practice of entering into effective affiliations with the County's academic institutions, such as H-UCLA MC and LAC+USC Medical Center, in order to provide VA Residents an opportunity to train at a County facility in various fields of medicine. However, with a reciprocal exchange protocol where County Residents also have opportunities to train at VA facilities, both the VA and the County would realize benefits of the joint academic programs. These programs promote common standards for patient care, Resident education, and enable County Residents to obtain unique skill sets related to the challenging health risks experienced by those who have served our Country.

Approval of the first recommendation will allow the Director, or his designee, to execute a new Medical Education Affiliation Agreement, substantially similar to Exhibit I, with the VA-Long Beach for the provision of establishing an affiliation for academic purposes and residency training of H-UCLA MC Neurology Residents at VA-Long Beach.

Approval of the second recommendation will allow the Director to execute a Disbursement Agreement, substantially similar to Exhibit II, with the VA-Long Beach allowing H-UCLA MC to be reimbursed for the salaries and fringe benefits for those H-UCLA MC Residents receiving training at the VA-Long Beach.

Approval of the third recommendation will allow the Director to execute new Medical Education and/or Education Affiliation Agreements and Disbursement Agreements, for the provision of reciprocal residency training programs for Residents at VA and County facilities. Historically, the Board has approved multiple delegations of authority related to single situations with the various VA entities. Each VA location contracts separately for these programs. There is not a single Agreement that covers all VA locations. Approval of this recommendation will allow DHS the flexibility to

continue to collaborate further with all VA entities.

Approval of the fourth recommendation will allow the Director to: (1) execute future Amendments to the Disbursement Agreement Rate Schedule upon approval of new rates/changes; (2) approve necessary changes in the number of resident assigned and/or to the scope of services; and (3) add, delete and/or change non-substantive terms and conditions in the Agreement.

Approval of the final recommendation will allow the Director to terminate any VA agreements in accordance with the terms of said agreement.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability; of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

It is estimated that the County will be reimbursed \$112,194 annually, for the salary and fringe benefits of a post graduate (PG) year 1 Resident and PG year 2 Resident receiving training at the VA-Long Beach. With the Board's approval, the annual reimbursement amount will be adjusted via future amendments to reflect changes in the number of residents assigned, and/or reimbursement rates.

The reimbursement is included in the DHS Fiscal Year (FY) 2016-17 Final Budget and will be requested in the future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under Federal agency regulations, the VA requires the use of its specific agreement formats which may differ by VA facility. Consequently, VA agreements do not include the usual County provisions.

The recommended Agreements may be terminated for convenience by either party in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party six months in advance of the next training experience.

County Counsel has approved Exhibits I and II as to form and will approve any additional VA agreements prior to execution.

CONTRACTING PROCESS

Resident Affiliation Agreements are not subject to the County's contracting process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County and the VA will benefit by having expanded reciprocal residency training at various VA and County facilities. Through this partnership, both VA and County patients will benefit from the

The Honorable Board of Supervisors

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additional medical and dentistry resources and skill sets provided by the Residents.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:ld

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors



**MEDICAL EDUCATION AFFILIATION AGREEMENT
BETWEEN DEPARTMENT OF VETERANS AFFAIRS (VA),
AND INSTITUTIONS SPONSORING GRADUATE MEDICAL EDUCATION AND
THEIR AFFILIATED SCHOOL OF MEDICINE**

Use when trainees are enrolled in an academic program accredited by the Liaison Committee for Medical Education (LCME) or the Accreditation Council for Graduate Medical Education (ACGME)

VISN 22

VA NETWORK

VA Long Beach Healthcare System, Long Beach, California

MEDICAL CARE FACILITY (including city and state)

County of Los Angeles, DHS- Harbor UCLA Medical Center, ACGME 050385, Torrance, California

SPONSORING INSTITUTION (including ACGME ID number, city and state)

County of Los Angeles, DHS- Harbor UCLA Medical Center, ACGME 050385, Torrance, California

AFFILIATED PARTICIPATING INSTITUTION (including ACGME ID number, city and state)

David Geffen SOM at UCLA, Los Angeles, California

AFFILIATED SCHOOL OF MEDICINE (including city and state)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, and the listed VA facilities, and the institution sponsoring graduate medical education, its affiliated participating institutions and their affiliated school of medicine for the academic purposes of enhanced patient care, education, and research. A sponsoring institution, its affiliated participating institutions and their affiliated school of medicine that are signatories to this document are collectively referred to as “affiliated institutions” or “the affiliate”. All parties to the agreement have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its health care system. Additional responsibilities are delineated below.

BACKGROUND

The provision of education for future health care providers and the conduct of research are VA statutory missions. By virtue of the close relationships between VA and the nation’s academic institutions, VA plays a leadership role in reshaping the education of future health care professionals to help meet the complex scope of the nation’s health care delivery system. It is the intent of VA to maintain its long-standing practice of effective

affiliations with educational institutions for the purposes of contributing to continued excellence in VA patient care and conducting joint academic programs that address health manpower needs throughout VA and the nation.

An affiliation agreement promotes common standards for patient care, resident and student education, research, and staff appointments. The parties to the affiliation agreement also seek to avoid duplication of academic assets. The parties enter into this affiliation in a spirit of mutual benefit to be achieved through an equitable contribution of resources. The affiliation agreement is crucial to the relationship because it forms the philosophical and, in some cases, the legal basis for numerous specific agreements that may be executed between components of the affiliate and VA.

In entering into any agreements, VA and the affiliate have a responsibility to comply with federal laws and VA policies concerning conflicts of interest. The existence of an affiliation agreement does not guarantee that VA and the affiliate will enter into additional agreements. However, some institutions may have other agreements including contracts, memoranda of understanding, or other written agreements.

RESPONSIBILITIES

1. The school of medicine has the following responsibilities:

A. Operate and manage the school of medicine and assume overall responsibility for the educational programs.

B. Maintain accreditation by the nationally recognized accreditation entities, the Liaison Committee for Medical Education (LCME) for medical student education and ensure maintenance of accreditation by the Accreditation Council for Graduate Medical Education (ACGME) for medical residency programs accredited in the name of the sponsoring institution.

C. Encourage school of medicine faculty to accept positions as VA medical staff and assure that academic standards are met.

D. Enable school of medicine faculty appointments, appointments to school of medicine committees, and administrative positions for VA-based staff.

E. Recommend members for appointment to the VA Affiliation Partnership Council and its subcommittees. Members will include the medical school dean and senior faculty members from appropriate divisions of the medical school, sponsoring and affiliated participating institutions.

2. The sponsoring institution, its affiliated participating institutions, and their affiliated school of medicine have the following responsibilities:

A. Maintain accreditation by the Accreditation Council for Graduate Medical Education (ACGME) for medical residency programs.

B. Authorize VA to receive from ACGME, and ACGME to provide VA, pursuant to a Memorandum of Understanding between VA and ACGME, periodic updates of the accreditation status of each institution having graduate medical education programs with which VA is affiliated.

C. Participate in the supervision of integrated academic programs at VA.

D. Select residents for academic programs involving VA, the sponsoring institution, the affiliated participating institutions, and their school of medicine. Residents accepted for assignment at VA facilities must have the qualifications and credentials as agreed upon by the sponsoring institution, the affiliated participating institutions, their affiliated school of medicine and VA.

E. Develop educational program letters of agreement for each VA health facility that provides a resident with educational experience that is one month or longer in duration. These agreements must identify faculty who will teach, supervise, and evaluate resident performance; oversee duty hours; outline resident educational objectives; specify periods of resident assignment; and establish policies and procedures for maintaining resident education during the assignment.

3. VA has the following responsibilities:

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

B. Appoint qualified health care professionals, as appropriate, as full-time or part-time staff of the facility, who will provide supervision of trainees and provide veteran patient care.

C. Participate with the sponsoring institution in the academic programs of education and research, provide an appropriate learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Assure that staff with appropriate academic and clinical credentials will teach and supervise trainees.

E. Establish minimal qualifications for trainees coming to VA for academic programs.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Review and sign appropriate educational program letters of agreement prepared by the sponsoring institution for trainees.

H. Ensure that all trainees and faculty who will be assigned to VA receive appropriate VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

I. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

J. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. When providing professional services covered by this agreement and properly documented as appointed by VA, VA trainees are covered by the provisions of the Federal Employee Compensation Act.

K. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

L. Encourage faculty appointments at the sponsoring institution for VA staff.

M. Appoint VA and appropriate sponsoring institution program faculty to the VA Partnership Council and its subcommittees. Program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

N. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the sponsoring institution, its affiliated participating institutions

and their affiliated school of medicine. Through this affiliation agreement, a collaboration is created with VA to enable enhanced patient care, education, and research.

The affiliated institutions comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assures that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

When providing professional services covered by this agreement, protection of properly appointed faculty members (except those providing services under a contract with VA) and properly appointed trainees of the affiliated institutions from personal liability while at a VA health care facility will be that which is provided under the Federal Employees Liability Reform and Tort Compensation Act 28 U.S.C.2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

With respect to the Liaison Committee for Medical Education (LCME) accreditation standard which centers on professionalism and the learning environment of students and residents, the parties to this agreement recognize the obligation of each to develop and nurture professional behavior among faculty staff, medical students, and residents by promoting a learning environment that provides opportunities in both formal and informal clinical education settings for the modeling and integration of appropriate professional attitudes and values.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

3/15/2026

This affiliation agreement is in force until _____ [*insert a date that is at least ten years in the future and that allows for completion of the last training cycle during that period*] and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

**INSTITUTIONS SPONSORING GRADUATE MEDICAL EDUCATION AND THEIR
AFFILIATED SCHOOL OF MEDICINE SIGNATURE PAGE**

Requires signature of Designated Institutional Official (DIO) for each sponsoring or affiliated participating institution listed on page one

Signature of DIO for the Sponsoring Institution

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Sponsoring Institution

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of DIO for the Affiliated Participating Institution

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Designated Legal Signer for the Affiliated Participating Institution

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

Typed Name of Affiliated Participating Institution

Signature of Dean or Equivalent Responsible Official for the School of Medicine

Date of Signature

Typed Name of Individual Signing Above

Typed Title of Individual Signing Above

DEPARTMENT OF VETERANS AFFAIRS SIGNATURE PAGE

Signature of VA Designated Education Official

Date of Signature

Deena Shin McRae, MD

Typed Name of Individual Signing Above

DEO/ Associate Chief of Staff-Education

Typed Title of Individual Signing Above

Signature of Director or Equivalent Responsible Official for the VA Healthcare Facility

Date of Signature

Michael W. Fisher, CPA

Typed Name of Individual Signing Above

Medical Center Director

Typed Title of Individual Signing Above

Signature of VISN Director or Designee for Department of Veterans Affairs

Date of Signature

Marie L. Weldon

Typed Name of Individual Signing Above

Network Director

Typed Title of Individual Signing Above

Signature of Chief Academic Affiliations Officer, VHA Office of Academic Affiliations, VA Central Office

Date of Signature

Typed Name of Individual Signing Above

**DISBURSEMENT AGREEMENT FOR RESIDENT STIPENDS AND FRINGE
BENEFITS FOR PAYMENT IN ARREARS**

The (Name and Location of the Disbursing Agent for the Sponsoring Institution) and the Department of Veterans Affairs facility, (City and State) do hereby mutually agree to the following:

1. QUALIFICATIONS

Each physician and dentist appointed to the affiliated residency program must meet the requirements established by the Department of Veterans Affairs (VA) and by the sponsoring institution and program.

2. RESPONSIBILITIES

During the period of the VA residency training, all trainees will be subject to VA policies and procedures and the regulations of the medical staff bylaws for the VA facility.

3. VA ASSIGNMENTS AND EDUCATIONAL ACTIVITIES

a. Prior to the beginning of the allocation cycle (e.g., September or earlier), the VA Designated Education Officer (DEO) and the Designated Institutional Official (DIO) of the sponsoring institution will conduct a joint planning process to determine the number and distribution of VA resident positions within the base allocation. The outcome of the process is a mutually agreed upon plan for the number and distribution of resident positions that will have assigned educational activities at VA for the coming academic year.

b. After the Match, each Program Director, in collaboration with the VA Site Director, prepares the schedules of educational activities based upon capacity to train and the number of available and allocated resident positions and the results of recruitment to those positions. The updated schedules are communicated to the DEO and the DIO.

c. The performance of resident educational activities at VA is guided by the monthly or rotational schedules prepared by the Program Director. All Accreditation Council for Graduated Medical Education (ACGME), or American Osteopathic Association (AOA) requirements regarding duty hours must be met for programs accredited by the ACGME, or AOA.

d. The VA facility must maintain educational activity records that accurately document resident participation by program, name and VA-approved post-graduate year (PGY) level. The basic document for comparison to submitted invoices is a summary document prepared by each VA Site Director of actual participation in assigned educational activities by program and days in approved activities by PGY level (names of residents need not be included in the summary document).

4. CIVIL SUITS

This agreement does not limit or otherwise affect the rights of residents as provided in Title 38 United States Code (U.S.C.) 7316.

5. TERMINATION

This agreement remains in force unless terminated at the request of either party after a 90-day notice in writing. If this agreement is so terminated, VA is liable only for the payment provisions of this agreement for services rendered prior to the effective date of termination.

6. RATE AND COST DETERMINATIONS AND CHANGES

a. In the preparation of the Disbursement Agreement Rate Schedule (see App. C), current stipend and benefit rates by PGY level are submitted by the disbursing agent to establish the VA-approved rates. Documentation supporting the stipend and fringe benefit rates must be submitted with the rate schedule. New rates must be updated and approved on an annual basis and incorporated into the agreement by amendment to the agreement using an Disbursement Agreement Rate Schedule attachment (see App. C). Any modification or amendment of the Disbursement Agreement Rate Schedule attachment is subject to review and approval by the Chief Academic Affiliations Officer. Increases or decreases will be retroactive to effective date of such changes when approved by the Chief Academic Affiliations Officer. Administrative costs are not included in reimbursement rates.

b. The calculation of allowable reimbursement is determined by the monthly or rotational educational activity records and the per diem rates of reimbursement for the PGY level of residents assigned to and participating in educational activities at VA. The per diem rate is determined based upon the PGY-specific annual stipend rates at the sponsoring institution or disbursing agent plus the fringe benefits.

(1) A weighted or average Federal Insurance Contributions Act (FICA) rate is determined based upon the proportion of non-citizen residents on J1 visas, as no reimbursement for FICA is allowed for residents on J1 visas for the first 2 years of residency in the United States.

(2) The basis for calculation of the per diem rate is the annual stipend plus benefits divided by 365 days per year, less the allowed annual (vacation) leave at the sponsoring institution.

(3) Non-duty days as required by duty-hour restrictions, weekends with no clinical assignments, and holidays are reimbursable (based upon the proportion of time assigned and actually spent in VA educational activities) and other VA-approved absences, as allowed by current VA policy.

(4) Stipends and benefits of without compensation (WOC) residents are not reimbursed. That is, residents paid by other sources (e.g., Department of Defense or visiting residents not paid by the Disbursing Agent) are not eligible for stipend or benefit reimbursement.

c. (Name of Disbursing Agent) is not reimbursed under this disbursement agreement for any administrative costs related to resident education.

7. SCHEDULE OF ASSIGNMENTS

Prior to the beginning of the academic year, the disbursing agent provides an invoice showing the planned number of residents assigned to VA for the ensuing academic year by quarter and estimated total cost. The basis of the invoice is the plan for scheduled resident assignments by program and by PGY level. **NOTE:** *No resident names need to be listed on the invoice estimate.* The planned assignment of VA activities cannot exceed the number of positions allocation to the VA facility.

8. FISCAL PROCEDURES

a. A fiscal obligation at the must be established in advance of each month or of each quarter, based on the schedule of resident assignments provided by the affiliate and approved by the VA facility.

b. The disbursing agent submits a monthly (or quarterly) invoice from the disbursing agent containing the following information as the basis for billing:

(1) For each training program, the number of residents at a given PGY level times the calculated number of days per month spent in VA-assignments (based upon the per cent of VA-assigned educational activities for those residents during the month or rotation) equals the calculated number of PGY subtotal days. **NOTE:** *Individual resident determinations need not be shown; however, the basis for these calculations needs to be available in order to understand or resolve any discrepancies with VA records.*

(a) The aggregate number of days times the per diem rate (specified on the invoice) by each PGY level by program equals the subtotal amount being charged for the training program (sum of all PGY subtotals for a given program), and the total charge (sum of all program subtotals).

(b) The invoice does not need to contain the names or other identifiers of individual residents.

c. The VA facility must reconcile the invoice against VA educational activity records.

d. VA educational activity records are the sole determinant of whether VA activities were performed as billed. VA records are controlling documentation, and unsubstantiated claims will not be paid.

9. PAYMENTS

a. The timing of payments to the affiliate for this agreement is payments in arrears.

b. **Provisions for Payment in Arrears**

(1) VA agrees to reimburse the (Name of Disbursing Agent for the Sponsoring Institution) on a (frequency; i.e., monthly, quarterly, etc.) basis upon receipt of a properly prepared invoice and reconciliation against VA records.

(2) Payments are based on the residents' schedules of educational activities. Residents on "full" VA assignments for the month have their stipends and benefits reimbursed based upon the days in the month or assigned rotation (if less than 1 month), multiplied by the appropriate, approved daily rate by PGY level listed in Appendix C. The daily rate is determined by dividing the total annual stipend by 365 (366 in leap years) minus the allowed annual leave. Reimbursement for "split" assignment residents is determined by multiplying the percentage of the resident's activities at VA times the daily rate for the month times the number of days per month.

(3) Annual leave is incorporated into the per diem rate and thus cannot be billed for additionally.

(4) No other excused absences (e.g., sick leave or holidays) may be incorporated into the per diem rate calculation; however, some VA-approved excused absences may be reimbursed per policy.

(5) The (Name of Disbursing Agent) will withhold from the salary checks of all residents all required federal, state, and local income taxes, if any, and any other salary deductions required or authorized by law or regulation. Such withholding services will include preparation and submission of all required reports, and the forwarding of monies withheld to the appropriate taxing or other collecting agency.

10. LEAVE

a. **Annual Leave.** Annual leave for residents is incorporated into the per diem or daily rate as allowed by the disbursing agent, i.e., the basis for calculation of the per diem rate is the annual stipend plus benefits divided by 365 days per year less the allowed annual (vacation) leave at the sponsoring institution. VA will not additionally reimburse annual leave. The disbursing agent will not bill for resident annual leave that may occur during VA assignments. VA-assigned residents may take annual leave provided the leave has been approved in advance by the Program Director and the VA Site Director (if during VA assignments).

b. **Sick Leave.** Sick leave is governed by the policy at the (Name of Sponsoring Institution), but must not to exceed 15 days per academic year of training for each resident position as a leave pool or per individual resident. Resident sick leave days do not accrue from year to year. Unused sick leave is non-reimbursable. If allowed by the policy at (Name of Sponsoring Institution), sick leave may include family leave, bereavement, or maternity leave.

c. **Military Leave.** Residents who are members of the United States National Guard or a reserve component of the armed forces may be granted military leave, not to exceed 15 calendar days per year, for the performance of active military duty.

d. **Examination Leave.** Residents are allowed leave to undergo examinations for state medical licensure and U.S. specialty boards. The amount of authorized examination leave can not exceed the time actually required for taking the examination and for travel to and from the place of examination.

e. **Authorized Absence for Educational Purposes.** As part of their expected scholarly activities and provided attendance could be reasonably considered to enhance the provision of care to veterans, residents may be permitted to attend a national or local meeting using "authorized absence" (i.e., approved in writing by the VA Site Director and the DEO) for no more than 5 days.

11. TERM OF AGREEMENT

This agreement shall be effective (Beginning Date). **NOTE:** *The beginning date can not be prior to the date when the agreement is accepted by the disbursing agent and the sponsoring institution and the VA facility.*

12. AUTHORITY

This agreement is entered into under the authority of Title 38, United States Code, Section 7406(c) added by Public Law 93-82 Section 206.

Responsible Official, Sponsoring
Institution (name and title)

(Date)

Responsible Official, Disbursing
Agent (if different from Sponsoring
Institution)

(Date)

Director, VA Medical Facility

(Date)

Chief Academic Affiliations Officer

(Date)

Disbursement Agreement Between VA Medical Center (<u> Name of VA </u>) and (<u> Name of Disbursing Agent </u>) for (<u> Name of Sponsoring Institution </u>)								
EFFECTIVE DATE:								PAGE 1 OF 1
DOCUMENT DATE:							DAYS:	344
	PG1	PG2	PG3	PG4	PG5	PG6	PG7	PG8
STIPEND	\$50,972.52	\$55,365.12	\$59,988.96	\$64,644.72	\$69,175.20	\$73,862.16	\$ -	\$ -
Medical Waiver	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ -	\$ -
BENEFITS (subtotal)	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ 2,928.00	\$ -	\$ -
TOTAL	\$53,900.52	\$58,293.12	\$62,916.96	\$67,572.72	\$72,103.20	\$76,790.16	\$0.00	\$0.00
DAILY RATE*	\$156.69	\$169.46	\$182.90	\$196.43	\$209.60	\$223.23	\$0.00	\$0.00
* NOTE: This example assumes 21 days of allowable annual leave and uses 344 days/year (365-21) to calculate the daily rate. Please update the number of actual days of AL in column J5.*								
Assignment of residents above the PG5 level should be reviewed for consistency with VA policy (but does not require OAA review or approval).					DISBURSEMENT AUTHORIZED			
Disbursement for a maximum of 365 days (– the number of days of AL) of VA duty is permitted for each allocated position.								
FICA rates must be reduced for residents who are ineligible for FICA, e.g., with J1 visas. An average or pro-rated FICA (taking into account the proportion of non-citizen residents with J1 visas) should be used.								
Chief Residents who are in a VA-approved, non-accredited training year may be paid a differential consistent with the stipend rate for chief residents at the sponsoring institution. [Only 1 chief resident is allowed per 9 positions - or 1 chief resident plus 8 other residents in the same ACGME - accredited training program.]								
					Chief Academic Affiliations Officer			